

# **EXHIBIT 1**

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11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13 **San Francisco Division**  
14

15 HENRY KLYCE and CAROL KLYCE,

CASE NO. 11 CV 02248 WHA

16 Plaintiffs,

**[PROPOSED] FORENSIC PROTOCOL**

17 v.

18 JOHN WHEELER, *et. al.*,

19 Defendants.  
20 \_\_\_\_\_/

21 On October 18, 2011 this Court, upon a finding that the Defendants were willing to allow  
22 inspection of their clients' computer drives, and that the Court had directed counsel in its Order  
23 Scheduling Settlement Conference to cooperatively provide such discovery as was necessary for  
24 the settlement conference, directed the parties to agree to an inspection protocol by October 24,  
25 2011. Pursuant to this directive, the parties agree as follows:

26 1. Winston Krone and Kivu Consulting, Inc. ("Kivu") have been engaged by Plaintiffs to  
27 provide expert forensic services to Plaintiffs.

28 2. Kivu. personnel will pick up Defendants' computers and any associated storage media  
from defense counsel.

3. Kivu shall make forensic mirror images of the hard drives and associated storage  
media which Defendants' counsel represent are in their possession, and verify the absence of  
duplication error by use of an MD5 Hash, and thereafter will promptly return the original  
computers and storage media to defense counsel.

1 4. Kivu will make no alterations to the computers and storage media, and will conduct  
2 its examination and analysis upon the mirrored drives.

3 5. Kivu's inspection and analysis will be limited as follows:

- 4 1. Identification of deletions which may be indicative of evidence destruction;  
5 2. determining when the computers were first and last used by each  
6 Defendant;  
7 3) determining when the subject computers were last formatted;  
8 4) determining whether any destructive programs, such as wiping or file  
9 erasure programs or utilities, were used on the subject computers or media  
10 5. determining whether log-ins to Carole and Henry Klyce's email accounts  
11 originated from the subject computers.

12 This information and data is referred to herein as "the Subject Information".

13 6. It is understood and agreed that it is not the purpose of Kivu's analysis to  
14 comprehensively identify all instances regarding the Subject Information,, but only to  
15 ascertain that such evidence does exist. The inspection and analysis referred to herein is  
16 without prejudice to Kivu subsequently conducting a more comprehensive search for the  
17 Subject Information.

18 7. Kivu personnel will make no disclosures to Plaintiffs' counsel of any information  
19 or data found on the aforementioned computers and storage media other than the Subject  
20 Information.

21 8. Kivu personnel will make no disclosures to Defendants' counsel of the Subject  
22 Information.

23 9. Upon settlement of this action in its entirety, or final judgment in this action  
24 (including all available appeals) all imaged material will be returned to Defendants' counsel.

25 10. Kivu personnel will execute a confidentiality agreement memorializing its duties,  
26 rights, and obligations herein.

27 11. The foregoing inspection of the Subject Information shall in no manner or degree  
28 affect or abridge Plaintiffs' right to conduct discovery thereafter.